



Minnesota Board of Marriage and Family Therapy

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May 14, 2014

PERSONAL AND CONFIDENTIAL

M. Jane Sharkey, LMFT
13537 Windyhill Road
Minnetonka, MN 55305

RE: Agreement for Corrective Action – Complaint Dismissal

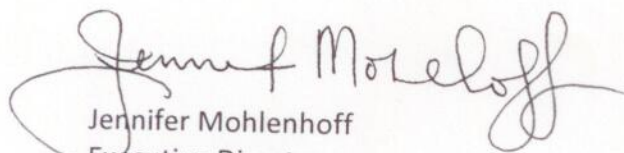
Dear Ms. Sharkey:

This letter is in reference to the complaint filed against you with this Board. As a result of the Complaint Panel's investigation of the complaint, you entered into an Agreement for Corrective Action, effective February 13, 2014. By letter dated April 21, 2014, you provided the Complaint Panel with the report required to be filed by the Agreement. The Panel also received the required report from the Ethics course instructor, Gary Schoener, LP.

The Complaint Panel reviewed these materials when it met on May 8, 2014 and found that you have satisfactorily completed the corrective action required by the Agreement. Accordingly, the Complaint Panel has dismissed the complaint and the file is now closed. This letter, noting your satisfactory completion of the corrective action will be included in the mandatory posting of all public and disciplinary actions on the Board's website.

If you have questions, please contact me at the address or telephone number listed above, or via email at jennifer.mohlenhoff@state.mn.us.

Sincerely,


Jennifer Mohlenhoff
Executive Director

STATE OF MINNESOTA
BOARD OF MARRIAGE AND FAMILY THERAPY
COMPLAINT PANEL



In the Matter of
the License of
Jane Sharkey, LMFT
License Number: 1111

AGREEMENT FOR
CORRECTIVE ACTION

This Agreement is entered into by and between Jane M. Sharkey, ("Respondent") and the Complaint Panel of the Minnesota Board of Marriage and Family Therapy ("Panel") pursuant to the authority of Minn. Stat. § 214.103, subd. 6(a) (2012). Respondent and the Panel hereby agree as follows:

BACKGROUND

1. On April 20, 2001, the Board issued Respondent a license to practice as a licensed Marriage and Family Therapist in the state of Minnesota.
2. On December 12, 2013, the Panel met with Respondent. The Panel, which consisted of Board Members Herb Grant and Dennis Morrow, was represented by Assistant Attorney General Jennifer Coates. Respondent appeared, but chose not to be represented by counsel.

FACTS

3. Respondent is the owner and Agency Director of Helena Family Services ("HFS") and practices as a Licensed Marriage and Family Therapist at HFS.
4. HFS's employment manual contains an explicit policy prohibiting nepotism.
5. Despite this policy, Respondent hired her adult son and adult daughter to work as practicing therapists at HFS or its affiliate companies. Both of Respondent's children hold

management or supervisory positions. Specifically, Respondent appointed her son as HFS's Clinical Supervisor.

6. Respondent directs and permits her son, an unlicensed practitioner, to engage in the following conduct with her knowledge and consent:

a) Supervise practicum and/or licensure candidates. Respondent is not always present and/or attentive during these supervisory sessions. Rather, Respondent allows her son to conduct group and individual supervisory sessions in her stead; and

b) Write clinical notes in Respondent's client files and execute treatment plans in which Respondent is identified as the mental health professional. Respondent provides her signature for those clinical notes and treatment, but does not review all notes and plans.

7. On December 12, 2013, Respondent met with the Panel and admitted the following:

a) When she receives a complaint about her son's professional therapeutic services, Respondent does not document the complaint or the resolution in her son's employment file, as is her practice for other employees. Rather, Respondent refers the matter to her son's clinical supervisor to address the employment issue.

b) Though not an owner of the clinic, Respondent permits her son to be a part of the hiring and firing process.

c) Respondent and her son signed a waiver to allow Respondent's son's clinical supervisor to discuss employment and practices issues with Respondent. Respondent describes the clinical supervisor as a "facilitator" and sometimes discusses familial conflicts with the clinical supervisor.

CORRECTIVE ACTION

8. Based on the above facts, the Panel believes that Respondent:

- a) Fails to recognize the potentially influential position a therapist may have with respect to students, interns, employees, and supervisees, and failing to avoid exploiting the trust and dependency of these persons in violation of Minn. R. 5300.0350, subp.4(C);
- b) Fails to avoid dual relationships that could impair her professional judgment or increase the risk of exploitation in violation of Minn. R. 5300.0350, subp.4(C);
- c) Engages in conduct likely to deceive or defraud the public in violation of Minn. R. 5300.0350, subp.4(N); and
- d) Engages in unprofessional conduct in violation of Minn. R. 5300.0350, subp.4(S).

9. **Corrective Action.** Respondent agrees to address the concerns referred to in paragraph 8 by taking the following corrective action:

- a) **Professional Ethics Course.** Within 60 days of the date of this Order, Respondent shall enroll in a Panel-approved individualized boundaries and ethics course (the "Course"). The Panel can provide Respondent with a Panel-approved professional or the Respondent may seek Panel approval for the Course that the Respondent selects. The topic of instruction shall address the potentially influential position therapists have with respect to students, interns, employees, and supervisees, particularly when dual relationships and nepotism exists in the work environment (the "Topic"). To secure approval of a Respondent-selected course, Respondent shall submit to the Board an official course description, as well as the instructor's name and applicable credentials. The Board may also require a syllabus that

includes the course's goals, objectives, assignments, projects, methods, and frequency of evaluation, as well as, any additional information required to evaluate the course for approval. Respondent shall complete the Course within 6 months of the date of this Order. All fees for the course shall be paid by the Respondent. Respondent must provide the Board with written documentation from the Course provider that confirms successful completion of the Course.

b) **Report on Ethics Course from Respondent.** Within 30 days of completing the Course, Respondent shall submit a written report to the Panel which provides and/or addresses the following:

- i. The dates Respondent began and completed the ethics course;
 - ii. A brief statement of the topics covered in the course;
 - iii. A detailed discussion of what Respondent learned from the Course, including Respondent's comprehension and knowledge of the Topic and how the course will affect her practice in the future;
- c) A detailed discussion of the violations that occurred, including:
- (1) How Respondent came to violate the ethical boundaries;
 - (2) The manner in which Respondent violated these boundaries;
 - (3) The specific harm to each individual that resulted, and the potential harm to other individuals that could have resulted from Respondent's conduct;
 - (4) Respondent's reasons for believing she is capable of conducting herself in a fit, competent, and ethical manner in the practice of marriage and family therapy; and

(5) Any other information Respondent believes would assist the Board in its ultimate review of this matter.

d) **Report on Boundaries Course From Instructor.** Within 60 days of completing the Course referenced above, Respondent shall cause to be submitted to the Complaint Panel a report from the instructor of the Course. This report shall address:

i. The extent of Respondent's participation in the Course; and

ii. The instructor's assessment of Respondent's knowledge obtained from the Course, comprehension of the material issues, and opinion as to Respondent's ethical fitness to engage in the practice of marriage and family therapy.

10. It is Respondent's responsibility to ensure all reports, evaluations, and documentation required to be filed with the Board pursuant to this Agreement are timely filed by those preparing the report, evaluation, or documentation. Failure to file reports on or before their due date is a violation of this Agreement. The information contained in the reports, evaluations, and documentation is confidential and shall be submitted to the Board by United States Mail, courier, or personal delivery only.

11. Upon Respondent's satisfactory completion of the corrective action referred to in this Agreement, the Panel agrees to dismiss the complaint(s) resulting in the allegations referred to in paragraphs 3-7. Respondent agrees that the Panel shall be the sole judge of satisfactory completion. Respondent understands and further agrees that if, after dismissal, the Panel receives additional complaints similar to the allegations in paragraphs 3-7, the Panel may reopen the dismissed complaint.

12. If Respondent fails to complete the corrective action satisfactorily, or if the Panel receives additional complaints similar to the allegations described in paragraphs 3-7, the Panel may, in its discretion, reopen the investigation and proceed according to the Board's practice act and Minnesota Statutes chapters 214 and 14. Failure to complete corrective action satisfactorily constitutes failure to cooperate under the Board's practice act. In any subsequent proceeding, the panel may use as proof of the allegations Respondent's agreements herein.

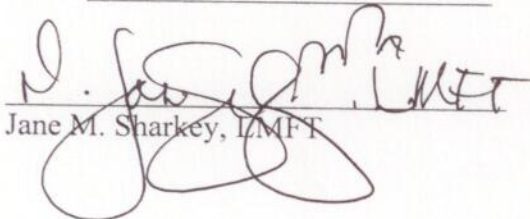
13. Respondent has been advised by panel representatives that Respondent may choose to be represented by legal counsel in this matter. Although aware of this opportunity, Respondent has elected not to be represented by counsel.

14. This agreement shall become effective upon execution by the Complaint Panel and shall remain in effect until the panel dismisses the complaint, unless the panel receives additional information that renders corrective action inappropriate.

15. Respondent understands that this agreement does not constitute disciplinary action. Respondent further understands and acknowledges that this agreement is classified as public data.

16. Respondent hereby acknowledges having read and understood this agreement and having voluntarily entered into it. This agreement contains the entire agreement between the panel and Respondent, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this agreement.

Date: 01.17.14


Jane M. Sharkey, LMFT

Date: 01-13-14


Dr. Herb Grant, LMFT
For the Complaint Panel